

# **EXHIBIT A**

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October 12, 2017

**Via Certified Mail**  
**Return Receipt Requested**

Ghirardelli Chocolate Company  
c/o C T Corporation System  
818 West 7th Street, Ste. 930  
Los Angeles, CA 90017

**Re:    *Brungard v. Ghirardelli Chocolate Company***

To Whom It May Concern:

This letter constitutes notice under the California Consumer Legal Remedies Act of your violations of the Act, and of our demand that you remedy such violations within 30 days of your receipt of this letter. We represent Joseph Brungard (“Plaintiff”) and all other consumers similarly-situated in a class action against Ghirardelli Chocolate Co. and its related entities (“Defendant”).

Defendant manufactures various flavors of chocolate squares. It sells these chocolate squares in packs containing multiples of the same flavor and in packs containing a variety of flavors. The flavors include, but are not limited to, dark chocolate spicy caramel, milk chocolate caramel, dark chocolate caramel, dark chocolate mint, dark chocolate sea salt, dark chocolate raspberry, milk chocolate, intense dark chocolate sea salt roasted almond, intense dark 60% cacao, intense dark chocolate 86% cacao, intense dark chocolate 72% cacao, and milk chocolate caramel.

Defendant sells these chocolate squares in various count sizes. Defendant’s packaging lists, on its exterior, the number of chocolate squares it claims are contained in the package. Defendant sells these bags of chocolate squares nationwide, including in California.

Plaintiff was unaware that Defendant had misrepresented the number of chocolates in each bag of chocolate squares. Based on Defendant’s misrepresentations, Plaintiff purchased multiple packages of Defendant’s chocolate squares, only to discover the true count inside the package. Plaintiff would not have made his purchase but for these misrepresentations. Defendant

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regularly underfills its chocolate square packages and sells those underfilled packages nationwide.

Defendant's violations include: misrepresenting the quality of their bags of chocolate squares in violation of Civil Code section 1770(a)(7), and misrepresenting the actual number of chocolates inside their bags of chocolates in violation of Civil Code section 1770(a)(7).

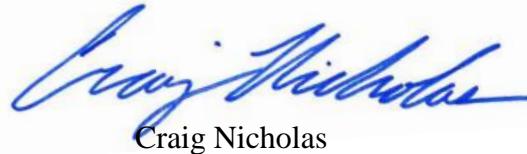
Defendant's misrepresentations also constitute violations of California Business and Professions Code Section 17200. Moreover, Defendant has violated the consumer protection statutes of other states, and this letter is intended to provide you notice of those violations as well. In addition, California Civil Code Section 1780(b) provides in part that: "Any consumer who is a senior citizen or a disabled person, as defined in subdivision (f) and (g) of Section 1761, as part of an action under subdivision (a), may seek and be awarded, in addition to the remedies specified therein, up to five thousand dollars..."

Pursuant to California Civil Code Section 1782, we hereby demand on behalf of our client and all others similarly situated in California that Defendant immediately correct and rectify this violation of California Civil Code Section 1770. Defendant must undertake all of the following actions to satisfy the requirements of California Civil Code section 1782(c): immediately cease falsely labeling bags of chocolate squares with inaccurate chocolate square counts.

Mr. Brungard will, after thirty days from the date of this letter, amend his Complaint without leave of Court, as permitted by California Civil Code section 1782, to include claims for actual and punitive damages if a full and adequate response to this letter is not received.

Additionally, I remind you of your legal duty to preserve all records relevant to such litigation. We anticipate that all emails, letters, reports, internal corporate instant messages, and records that relate to your products will be sought in the discovery process. You must inform any and all employees, contractors, and third-party agents to preserve all such relevant information. I look forward to your response.

Sincerely,  
**NICHOLAS & TOMASEVIC, LLP**



Craig Nicholas